

IN THE MATTER OF	*	BEFORE THE STATE BOARD
GEORGE BROWNLEE, P.T.	*	OF PHYSICAL THERAPY
License No.: 18086	*	EXAMINERS
Respondent	*	Case Number: PT 20-10
* * * * *	*	* * * * *

CONSENT ORDER

On August 10, 2020, the Maryland State Board of Physical Therapy Examiners (the “Board”) charged **GEORGE BROWNLEE, P.T.** (the “Respondent”) with violations of certain provisions of the Maryland Physical Therapy Act (the “Act”), Md. Code Ann., Health Occ. (“Health Occ.”) §§ 13-101 *et seq.* (2014 Repl. Vol. & 2019 Supp.).

Specifically, the Board charged the Respondent with violations of the following provisions of Health Occ. § 13-316:

Subject to the hearing provisions of § 13-317 of this subtitle, the Board may deny a license or restricted license to any applicant, reprimand any licensee or holder of a restricted license, place any licensee or holder of a restricted license on probation, or suspend or revoke a license or restricted license if the applicant, licensee or holder:

- ...
 - (12) Willfully makes or files a false report or record in the practice of physical therapy or limited physical therapy;
- ...
 - (14) Submits a false statement to collect a fee;
- (15) Violates any provision of this title or rule or regulation adopted by the Board;
- ...
 - (19) Commits an act of unprofessional conduct in the practice of physical therapy or limited physical therapy[.]

On September 15, 2020, a conference with regard to this matter was held before the Board’s Case Resolution Conference (“CRC”). As a result of the CRC, the Respondent

agreed to enter into this Consent Order, consisting of Findings of Fact, Conclusions of Law and Order.

FINDINGS OF FACT

1. At all times relevant to the charges herein, the Respondent was licensed to practice physical therapy in the State of Maryland. The Respondent was originally licensed on August 10, 1995. The Respondent's license is scheduled to expire on May 31, 2022.
2. At all relevant times, the Respondent was employed as a P.T. at a skilled nursing facility (the "Facility").¹
3. On or about October 9, 2019, a national insurance fraud investigatory entity (the "Entity") filed with the Board a report ("the Report") of an investigation it had conducted regarding medical bills submitted by the Respondent to his insurance company for physical therapy provided to him and two family members by one of his former employees, Physical Therapist 1 ("P.T. 1") after the Respondent and the family members were involved in a motor vehicle accident.²
4. Upon receipt of the Report, the Board initiated an investigation. In furtherance of the investigation, the Board obtained the medical bills and associated treatment notes submitted by the Respondent to his insurance company (the "Insurance Company") and transcripts of interviews conducted by the Entity's investigators.

¹ To maintain confidentiality, the names of all witnesses, facilities, patients and other individuals will not be used in this document.

² When interviewed by Board staff, the Respondent stated that he once owned his own P.T. company and had employed P.T. 1 as the "V.P. of operations...she was over top of all of our managers." He also identified P.T. 1 as a friend of his family.

Board staff interviewed under oath the Respondent, one of his family members, P.T. 1 and the Respondent's former supervisor. The Board also referred P.T. 1's notes to a P.T. (the "Expert") for review. The results of the Board's investigation of the Respondent are summarized below.³

Prior Disciplinary History

5. In 2006, the Respondent was licensed to practice physical therapy in the District of Columbia ("D.C.").
6. On November 30, 2007, the D.C. Board of Physical Therapy (the "D.C. Board") charged the Respondent with failing to review or co-sign the documentation of a physical therapy assistant and failing to conform to the standards of acceptable conduct and prevailing practice within the physical therapy profession, in violation of the DC Board's statutes.
7. After a hearing, the D.C. Board concluded that there was sufficient evidence to sustain the charges and imposed a \$5,000 fine for each charge, or a total of \$10,000.
8. The Respondent appealed the D.C. Board's decision to the D.C. Court of Appeals. By Order dated September 3, 2009, the Court affirmed the D.C. Board's decision. (Case no. 08-AA-700).

Current Allegations

A. The Entity's Investigation

³ The Board also charged P.T. 1 with violations of the Act related to this case.

9. On February 23, 2019, the car in which the Respondent and two family members were riding was rear-ended by another vehicle. The accident was not severe and the Respondent's car sustained only minor damage.
10. On or about March 22, 2019, the Respondent submitted to the Insurance Company invoices for physical therapy provided by P.T. 1 to the Respondent and the two family members. The Respondent was seeking payment for the invoices from his insurance policy's Personal Injury Protection ("PIP") coverage.
11. The address on the invoices submitted by the Respondent was the Facility where both the Respondent and P.T. 1 were then employed; however, the name of the billing entity was "[P.T. 1's last name] Rehab." The business identification number on the invoices was the number associated with the Facility.
12. The invoices revealed that P.T. 1 provided identical treatment to the Respondent and his family members on 10 occasions from February 27, 2019 through March 18, 2019. The total amount of all three invoices was also identical - \$2,510.23.
13. P.T. 1 told an Entity investigator that the Respondent's PIP coverage was "only for \$2,500" [for each family member], "[s]o they didn't want to pay out-of-pocket and we cut it [treatment] then."
14. When questioned by the Entity investigator, the Respondent and P.T. 1 stated that P.T. 1 had provided the physical therapy at the Facility "after hours."
15. When questioned, the Respondent and P.T. 1's supervisor at the Facility told Investigators that no one would be permitted to obtain physical therapy at the Facility unless they were a Facility patient.

16. The supervisor denied giving P.T. 1 or the Respondent permission for P.T. 1 to treat the Respondent and his family members at the Facility.
17. On or about April 1, 2019, the Respondent withdrew his PIP claim.
18. The Facility terminated the Respondent and P.T. 1's employment in or around April 2019.

B. The Board Investigation

19. When interviewed under oath by Board staff, both the Respondent and P.T. 1 stated that P.T. 1 had treated him and his family members in the basement of the family's home, not the Facility as they had told the Entity investigator.
20. The Respondent stated that he was "frazzled" when he was interviewed by the Entity investigator and misspoke "out of nervousness" when he stated that P.T. 1 had provided the treatment at the Facility.
21. When Board staff asked the Respondent why he did not correct his misstatement, he responded, "Yeah, I mean we could have...we just dropped the case. It wasn't even worth it."
22. The Respondent stated that P.T. 1 "knew nothing about the billing processes" so she gave her handwritten treatment notes to him for transcription by one of his family members. The Respondent stated that the family member transcribed the notes "word for word because... she's not a therapist, so she has to write down what she sees." The Respondent further stated that he sent the transcribed notes to "a lady who I knew did outpatient billing." The Respondent then transmitted the invoices to the Insurance Company.

23. The Respondent confirmed that he requested the insurance company to send the PIP funds directly to him because P.T. 1 was “pushing” him to get paid.
24. When Board staff queried P.T. 1 regarding payment, she stated, “we never discussed payment. Like, I was just being a friend and doing this. Like, it was never payment discussed [sic].”
25. The Board’s Expert reviewed P.T. 1’s transcribed treatment notes and found the documentation to be deficient.⁴ The Expert found that, “in all notes, evaluations and treatments for all three patients, total timed treatment and total treatment time were not documented, therefore it cannot be determined whether billing for any of the CPT codes is correct.”⁵
26. The Expert further opined, “in each case, evaluation provided insufficient information on patients’ current condition and status and did not provide enough information for another treating therapist to replicate and provide appropriate treatment based on the documentation.”
27. When presented with P.T. 1’s notes, the Respondent acknowledged that P.T. 1 did not document range of motion or any other measurements and that he could not recall whether she had taken measurements. The Respondent also could not recall what kind of exercises P.T. 1 had instructed him to do.

⁴ P.T. 1 told Board staff that she had thrown away her handwritten treatment notes.

⁵ The treatment invoices for the Respondent and his family members are identical. At each visit the following modalities and procedures were billed: electrical stimulation; myofascial release; neuromuscular re-education; and moist heat application.

28. The Respondent further stated, “[t]he notes may not be as detailed as you all would like it, but it doesn’t mean it didn’t occur.”

CONCLUSIONS OF LAW

Based on the foregoing findings of fact, the Board concludes as a matter of law that the Respondent violated Health Occ. § 13-316 (12), (14), (15), and (19).

ORDER

Based upon the foregoing Findings of Fact and Conclusions of Law, it is hereby:

ORDERED that the Respondent shall be placed on **PROBATION** for a minimum of **ONE (1) YEAR**; and it is further

ORDERED that during the probationary period, the Respondent shall comply fully with the following terms and conditions:

- (1) Within the first six (6) months of probation, the Respondent shall complete at least six (6) hours of Board-approved continuing education. Three (3) of the continuing education hours shall be in ethics and three (3) shall be in preventing fraud and abuse; none of which shall count towards the continuing education hours required for licensure renewal;
- (2) Within the first six (6) months of probation, the Respondent shall successfully pass the Board’s open-book law examination with a passing score of 90 percent; and
- (3) Within the first six (6) months of probation, the Respondent shall pay to the Board a fine of \$500.00.

IT IS FURTHER ORDERED that the Respondent shall practice in accordance with the laws and regulations governing physical therapy; and it is further

ORDERED that failure to comply fully and satisfactorily with the terms and conditions of the Consent Order shall constitute a violation of probation; and it is further

ORDERED that, if the Board determines, after notice and an opportunity for a hearing, that the Respondent has failed to comply with any term or condition of this Consent Order, the Board may impose further disciplinary action and/or a monetary penalty. The burden is upon the Respondent to prove his compliance with the Consent Order; and it is further

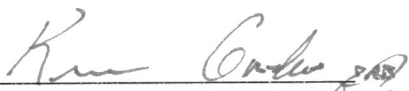
ORDERED that the Respondent may petition the Board to terminate probation after a minimum of one (1) year provided that the Respondent has fully complied with the above conditions and no complaints regarding the Respondent are pending before the Board; and it is further

ORDERED that the Respondent shall bear all costs associated with fulfilling the terms of the Consent Order; and it is further

ORDERED that, unless stated otherwise in the Consent Order, any time period prescribed in this order begins when the Consent Order goes into effect. and it is further

ORDERED that for purposes of public disclosure, as permitted by Md. Code Ann., General Provisions Article § 4-333(b), this document consists of the foregoing Findings of Fact, Conclusions of Law and Order and that the Board may disclose same to any national reporting data bank to which it is mandated to report.

12/28/2020
Date


Karen Cordes, P.T., Ph.D. D.Sc.P.T.
Chair
Maryland State Board of Physical
Therapy Examiners

CONSENT

I, George Brownlee, P.T., acknowledge that I have had the opportunity to be represented by counsel before entering this Consent Order. By this Consent and for the purpose of resolving the issues raised by the Board, I agree and accept to be bound by the foregoing Consent Order and its conditions.

I acknowledge the validity of this Consent Order as if entered into after the conclusion of a formal evidentiary hearing in which I would have had the right to counsel, to confront witnesses, to give testimony, to call witnesses on my own behalf, and to all other substantive and procedural protections provided by the law. I agree to forego my opportunity to challenge these allegations. I acknowledge the legal authority and jurisdiction of the Board to initiate these proceedings and to issue and enforce this Consent Order. I affirm that I am waiving my right to appeal any adverse ruling of the Board that I might have filed after any such hearing. I acknowledge that this is a formal order of the Board and as such is a public document.

I sign this Consent Order after having an opportunity to consult with counsel, voluntarily and without reservation, and I fully understand and comprehend the language, meaning and terms of the Consent Order.

12/4/2020
Date

George Brownlee
George Brownlee, P.T.
Respondent

STATE OF MARYLAND
CITY/COUNTY OF Prince Georges

I HEREBY CERTIFY that on this 4th day of December 2020, before me, a Notary Public of the foregoing State and City/County personally appeared George Brownlee, P.T., and made oath in due form of law that signing the foregoing Consent Order was his voluntary act and deed.

AS WITNESSETH my hand and notarial seal.

D. E. Hall
Notary Public Damon E. Hall

My commission expires: May 18, 2022

